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January 10, 1991

Mr. Peter Felitti
Assistant Regional Counsel
United States Environmental
Protection Agency
Region V
230 South Dearborn Street
Chicago, Illinois 60604

Re: Great Lakes Asphalt Site, Zionsville, Indiana
Packaging Products Corporation
Your File No. 5HSM-TUB-7

Dear Mr. Felitti:

Thank you for your prompt response to my letter of December 31, 1990, regarding the Great Lakes Asphalt Site, and the demand of EPA to Packaging Products, Inc. I appreciate your forwarding the provision of the draft settlement agreement, which you have cited as an indication that it was the intent of the U.S. EPA not to release de minimis parties for any potential liability which they may have at the Great Lakes Asphalt Site. You have argued that EPA's rejection of the draft language which you identified demonstrates that the covenant not to sue of the de minimis consent decree was not intended to exclude potential liability for the Great Lakes Asphalt Site.

Without having performed extensive research on this question, it is my understanding that consent decrees generally are reviewed by courts on principles akin to contract construction, so that the "four corners of the document" are the guidelines for later interpretation. Thus, it is difficult to understand that language which was excluded from a consent decree should be used to interpret the document. The actual language of the de minimis consent decree should be reviewed to reach an interpretation, and the broad release therein appears to preclude later claims such as that made in the recent demand by EPA.

To clarify that we are reviewing the same language, and in response to your offer to respond to further questions, I would appreciate it if you could furnish me with a copy of the final

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signed de minimis consent decree, showing the Court's file stamp, so that we may verify that the copy which is in our files is identical to the approved version.

In connection with your request that we identify to you any U.S. EPA employee who represented to any de minimis party that the settlement included a release for the Great Lakes Asphalt Site, I am forwarding your letter and this response to counsel for other de minimis parties for their review, as I personally did not participate in any negotiations with EPA, and this firm was represented through liaison counsel for de minimis parties. If I learn of any information of assistance to you, I will forward it promptly.

Once again, we appreciate your prompt response, and look forward to receiving the information requested herein.

Yours truly,

STINSON, MAG & FIZZELL

By



David R. Tripp

DRT:mdd

cc: Mr. Jack L. Joslin
Mr. Kiffin